

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 The Contractor shall provide the necessary supplies or services and prices/costs. The Schedule of prices tables for the Base Period and all Option Periods must be completed and submitted.

The Contract Line Item Numbers (CLINs) 0001-0005 (Base Year plus all Option Years) are Fixed Price CLINs. Contract Line Item Numbers 0006 and 0007 (Base Year plus all Option Years) are Time and Materials CLINs and are for use with special unanticipated projects not covered by CLINS 0001-0005. The Contracting Officer will issue task orders for use of the Time and Materials CLINs.

B.2 TASK ORDERS

- (a) The Contractor shall perform work under this contract as specified in written task order issued by the Contracting Officer.
- (b) Each task order will include (1) a numerical designation, (2) task description, (3) task requirements, (4) schedule of deliverables, (5) a request for a work plan, (6) identification of the period (base, option period 1, etc.) to which the Contractor shall not exceed.
- (c)
 - (1) The Contractor shall acknowledge receipt of each task order by returning to the Contracting Officer's Technical Representative a signed copy of the task order within one (1) calendar day after its receipt.
 - (2) Within five (5) calendar days after receipt of a task order, the Contractor shall submit two (2) copies of a work plan to the COTR and one (1) copy to the Contracting Officer. The work plan shall include a detailed technical staffing plan and a detailed cost estimate.
 - (3) Within five (5) calendar days after receipt of a work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.
 - (4) If the Contractor has not received approval on a work plan within ten (10) calendar days after its submission, the Contractor shall immediately make an inquiry to the Contracting Officer. If the Contracting Officer disapproves a work plan, the Contractor shall not begin work until the problem causing the disapproval is resolved. In either case, the Contractor shall start work only when the Contracting Officer finally approves the work plan.
- (d) The Contractor shall complete the work required under this contract as described in the task orders' Statement of Work, and other terms and condition of the contract. If additional time and material hours in excess of the estimated time and material hours of the task order are required to complete the work, the Contractor shall obtain the Contracting Officer's approval prior to proceeding with the work of the order. The Contractor is not authorized to exceed the estimate of required time and material hours of the approved work plan.
- (e) Task Orders shall not change any terms or condition of the contract. Where any language in the work assignments may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF PRICES

Base Year: February 10, 2004 through September 30, 2004

File Maintenance Services:

CLIN	Description	Unit	QTY	Price
0001	File Repository Maintenance Support Services	Month	7.68	\$

File Maintenance Special Projects:

CLIN	Description	Unit	EST QTY	Price
0002	Filing of Miscellaneous Papers	Per Document	6,400	\$
0003	Retirement of Files	Per File	5,000	\$
0004	Filing of IDS* and References	Per Box	3,200	\$
0005	Re-boxing of Files	Per Box	960	\$

Time (Labor Categories): CLIN 0006

CLIN	Description	Unit	Price
----	Project Manager	Per Hr	\$
----	Assistant Project Manager	Per Hr	\$
----	Quality Control/Quality Assurance Manager	Per Hr	\$
----	Supervisor	Per Hr	\$
----	File Information Unit Support	Per Hr	\$
----	General Clerk IV	Per Hr	\$
----	General Clerk III	Per Hr	\$
----	General Clerk II	Per Hr	\$
----	Driver	Per Hr	\$
----	Messenger	Per Hr	\$
----	Data Entry	Per Hr	\$

Materials associated with work under CLIN 0006: CLIN 0007

CLIN	Description	Unit	Price
----			\$
----	Material Handling Fee		\$

NOTE: The estimates of quantities is not a representation by the Government that the Estimated quantities will be required or ordered.

* IDS – An Information Disclosure Statement is a submission by the applicant that list U.S. and foreign patents, patent application publications, and other relevant literature which the applicant would like the USPTO to consider in the examination of the applicant’s application.

SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS

B.2 SCHEDULE OF PRICES

Option Year 1: October 1, 2004 through September 30, 2005

File Maintenance Services:

CLIN	Description	Unit	QTY	Price
1001	File Repository Maintenance Support Services	Month	12	\$

File Maintenance Special Projects:

CLIN	Description	Unit	EST QTY	Price
1002	Filing of Miscellaneous Papers	Per Document	10,000	\$
1003	Retirement of Files	Per File	7,800	\$
1004	Filing of IDS and References	Per Box	5,000	\$
1005	Re-boxing of Files	Per Box	1,500	\$

Time (Labor Categories): CLIN 1006

CLIN	Description	Unit	Price
----	Project Manager	Per Hr	\$
----	Assistant Project Manager	Per Hr	\$
----	Quality Control/Quality Assurance Manager	Per Hr	\$
----	Supervisor	Per Hr	\$
----	File Information Unit Support	Per Hr	\$
----	General Clerk IV	Per Hr	\$
----	General Clerk III	Per Hr	\$
----	General Clerk II	Per Hr	\$
----	Driver	Per Hr	\$
----	Messenger	Per Hr	\$
----	Data Entry	Per Hr	\$

Materials associated with work under CLIN 1006: CLIN 1007

CLIN	Description	Unit	Price
----			\$
----	Material Handling Fee		\$

NOTE: The estimates of quantities is not a representation by the Government that the Estimated quantities will be required or ordered.

SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS

B.3 SCHEDULE OF PRICES

Option Year 2: October 1, 2005 through September 30, 2006

File Maintenance Services:

CLIN	Description	Unit	QTY	Price
2001	File Repository Maintenance Support Services	Month	12	\$

File Maintenance Special Projects:

CLIN	Description	Unit	EST QTY	Price
2002	Filing of Miscellaneous Papers	Per Document	10,000	\$
2003	Retirement of Files	Per File	7,800	\$
2004	Filing of IDS and References	Per Box	5,000	\$
2005	Re-boxing of Files	Per Box	1,500	\$

Time (Labor Categories): CLIN 2006

CLIN	Description	Unit	Price
----	Project Manager	Per Hr	\$
----	Assistant Project Manager	Per Hr	\$
----	Quality Control/Quality Assurance Manager	Per Hr	\$
----	Supervisor	Per Hr	\$
----	File Information Unit Support	Per Hr	\$
----	General Clerk IV	Per Hr	\$
----	General Clerk III	Per Hr	\$
----	General Clerk II	Per Hr	\$
----	Driver	Per Hr	\$
----	Messenger	Per Hr	\$
----	Data Entry	Per Hr	\$

Materials associated with work under CLIN 2006: CLIN 2007

CLIN	Description	Unit	Price
----			\$
----	Material Handling Fee		\$

NOTE: The estimates of quantities is not a representation by the Government that the Estimated quantities will be required or ordered.

SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS

B.4 SCHEDULE OF PRICES

Option Year 3: October 1, 2006 through September 30, 2007

File Maintenance Services:

CLIN	Description	Unit	QTY	Price
3001	File Repository Maintenance Support Services	Month	12	\$

File Maintenance Special Projects:

CLIN	Description	Unit	EST QTY	Price
3002	Filing of Miscellaneous Papers	Per Document	10,000	\$
3003	Retirement of Files	Per File	7,800	\$
3004	Filing of IDS and References	Per Box	5,000	\$
3005	Re-boxing of Files	Per Box	1,500	\$

Time (Labor Categories): CLIN 3006

CLIN	Description	Unit	Price
----	Project Manager	Per Hr	\$
----	Assistant Project Manager	Per Hr	\$
----	Quality Control/Quality Assurance Manager	Per Hr	\$
----	Supervisor	Per Hr	\$
----	File Information Unit Support	Per Hr	\$
----	General Clerk IV	Per Hr	\$
----	General Clerk III	Per Hr	\$
----	General Clerk II	Per Hr	\$
----	Driver	Per Hr	\$
----	Messenger	Per Hr	\$
----	Data Entry	Per Hr	\$

Materials associated with work under CLIN 3006: CLIN 3007

CLIN	Description	Unit	Price
----			\$
----	Material Handling Fee		\$

NOTE: The estimates of quantities is not a representation by the Government that the Estimated quantities will be required or ordered.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.0. STATEMENT OF WORK/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work/Specifications.

C.1.0 GENERAL

The objective of this acquisition is to provide the U.S. Patent and Trademark Office (USPTO) with Contractor support for the File Repository Maintenance Support Services (FRMSS). These services are defined into two categories: File Maintenance Services and File Maintenance Special Projects.

File Maintenance Services include:

- Management and quality control of the repository
- Receipt and processing of new files
- Scan new files delivered to the File Information Unit (FIU) into the File Tracking System (FTS)
- File cases on shelves
- Take daily inventory of all files on shelves in the FIU to ensure all files are in numeric order
- Keep daily written logs of unusually large file wrappers sometimes comprised of multiple boxes in the FIU
- Fulfillment of file requests from the repository (28,500-34,500 files per month) and the Federal Records Center (250-300 files per week)
- File returns to the repository and the Federal Records Center
- Utilization of FTS to temporarily assign files to public users
- Scan files back to warehouse/groups
- Re-file cases that have more than one customer order
- Twice a month, inventory all files in the FIU hold room and copy area
- Filing of miscellaneous papers into files at the repository
- Destruction of Trademark abandon files once a year by depositing them in a recycling bin
- Retirement of files (up to 600 boxes per week)
- Support in the File Information Unit
- Quality control and quality assurance for each file maintenance service
- Image File Wrapper (IFW) boxes are filed and refiled in the repository
- The USPTO has made a commitment to select a Contractor who will provide the USPTO, and its customers, with timely and efficient file retrieval and delivery services. The goal for file retrieval and delivery to the appropriate customer (members of the public and USPTO employees) is currently six to eight working hours after receipt of the request. The Contractor shall provide at a vehicle(s) to meet the USPTO's requirement.

File Maintenance Special Projects include, but are not limited to:

- Processing of large volumes of base services
- Reboxing of files
- Complete inventory of files at the repository

The USPTO maintains one file repository that houses a variety of Patent and Trademark files. The repository is located in Springfield, VA. Within the repository, files should be maintained in an organized and orderly fashion to facilitate timely file retrieval and refileing.

Daily pick-ups and deliveries of files are made within approximately 12 buildings located within the Crystal City Campus located in Arlington, Virginia and to the USPTO's new Carlyle Campus located in Alexandria, Virginia. In addition, the Contractor will have the sole responsibility for the transportation of all materials (e.g., boxes, files, etc.) to and from the Federal Records Center located in Suitland, MD.

C.2.0 FRMSS SCOPE OF WORK

The FRMSS scope of work includes all file maintenance services as identified in Section C.

FRMSS includes the overall responsibility for the filing and retrieval of all patent and trademark related files, miscellaneous papers, and specimens (e.g., t-shirts, coffee cups, etc.) as requested by both USPTO campuses. The accuracy and timeliness in fulfilling the services are critical to the acquisition objective. The scope of work is further defined by each service that will be required by the Contractor:

C.2.1 Management and Quality Control of the File Repository

The Contractor shall be responsible for the overall management of the file repository to include, but not limited to the following:

- Safeguard all files, documents, and specimens maintained at the repository and those in their possession during transition to/from either USPTO's campus in Crystal City and Carlyle or the Federal Records Center.
- Maintain files by file type and numeric sequence (i.e., patent number files all patent files together and in sequential order).
- Replace boxes containing files when existing boxes are worn. The Government will provide replacement boxes. All files maintained in boxes should be of the same file type and in sequential order.

- Replace bar code labels when existing labels are no longer readable or have been torn off the file wrappers.
- Forward unusable file wrappers (i.e., those beyond repairs) to the designated USPTO program office for replacement.
- Delivery and pick-up service to USPTO program offices located on the USPTO’s campus in Crystal City and Carlyle. The number of program offices ranges anywhere from 100 - 150. However, the Contractor must remain flexible and demonstrate the ability to adjust workloads based on the number of designated program offices. As a minimum requirement, program offices shall have at least two visits per day for the pick-up and delivery of files. In addition, three deliveries are to be made to the Trademark Search Room and one daily delivery to Suitland.
- USPTO’s File Information Unit will require pick-up/delivery services five times a day.

The chart below identifies those files currently maintained at the repository:

<i>Patent File Types</i>	<i>Trademark File Types</i>
• Abandonments	• Abandonments
• Defensive Publications	• Cancellations
• Interferences	• Interferences
• Designs	• Oppositions
• Patent Cooperation Treaty (PCT)	• Registrations
• Plant	
• Provisionals	
• Reexams	
• Reissues	
• Utility	
• Image File Wrappers (see C.2.11)	
• Artifacts (see C.2.12)	

The current repository includes a combination of open-faced and boxed shelving configurations for the organization of the files. The chart below identifies the approximate volume of files for each of the shelving types at the current repository:

<i>Patent File Types</i>	<i>Trademark File Types</i>
• Open-Faced Shelving 1,710,150 files	• Open-Faces Shelving 3,310,260 files
• Boxed Shelving 3,068,000 files	• Boxed Shelving 12,000 files

C.2.1 Receipt and Processing of New Files

The Contractor is responsible for processing all newly issued patent and trademark files at the file repository. Each of these types of files is processed in a similar fashion with only a few exceptions.

Newly issued patent files are those files that have been patented, printed for publication, and are awaiting official release by the USPTO. File processing begins when the USPTO's publishing contractor delivers the files to the repository. The Contractor is responsible for the timely processing of these files to facilitate file retrieval requests at the onset of the official patent grant notification to all customers of the USPTO. Processing includes having the files and their related soft copies (copy of issued patent) delivered directly to the file repository by the USPTO's publishing contract staff. Once at the repository, all files will need to be scanned into PALM to update their location in the repository, inter-filed in their respective files (i.e., soft copies), and placed in their appropriate location in the repository by type and numeric sequence. Issued files begin arriving at the repository the Thursday before Tuesday's issue date, with approximately one third of the files arriving on Thursday, one third on Friday, and the final third on Monday. Files should be completely processed prior to the issue date. New patent issues are presently estimated to be between 3,700 – 3,900 files per week. However, this workload is expected to decrease rather dramatically over the next two years due to the USPTO moving towards Image File Wrapper. The following is an estimate of the declining patent issue size:

January 2004	3,500
June 2004	2,000
January 2005	1,000
June 2005	0

Newly issued trademark files are those files that have been registered by the USPTO. The Contractor is responsible for the timely processing of these files to enable them to respond to requests for these files within 8 work hours after receipt at the file repository. Processing includes either picking up the files from a designated program area at the USPTO's campus in Crystal City or Carlyle and transporting them to the file repository.

Once at the repository, all files will need to be inventoried to update their location in the repository, sorted in numerical sequence (if not already done), and placed in their appropriate location in the repository by type and numeric sequence. New Trademark issues are estimated to be between 2,800 - 3,500 files per week. In addition, on occasion, the USPTO will have workloads that will constitute increases in the estimate quantities provided in Section B.

On rare occasions, new issues will be rejected. Rejected simply refers to the quality of the printing and publication product that is performed by a separate party. If an issue is rejected, the Contractor will receive a request to retrieve the issue and package it for return to the appropriate program office. During this phase, the files will need to be

inventoried to update their location from the repository to the USPTO program area and packaged for transportation. Files will be picked up from the repository by the designated office for action to correct the quality of the print/publication. At the conclusion, the issue will once again be sent to the Contractor for processing. Processing should be in accordance with a new issue received for the first time.

In addition to the above examples, there will be a variety of other file types that will be sent to the file repository for the first time. These types of files include, but are not limited to, patent and trademark files that are abandoned, provisional files, etc. The Contractor is responsible for the timely processing of these files to enable them to respond to requests for these files within 8 work hours after receipt at the file repository. Processing includes picking up the files from a designated program area at the USPTO's campus in Crystal City or Carlyle and transporting them to the file repository. Once at the repository, all files will need to be inventoried to update their location in the repository, sorted in numerical sequence (if not already done), and placed in their appropriate location in the repository by type and numeric sequence. Other file types are estimated to be between 6,500 patent files and 3,400 trademark files per week. In addition, on occasion, the USPTO will have workloads that will constitute increases in the estimate quantities provided in Section B.

C.2.2 File Requests

The Contractor is responsible for the processing of all file requests. Files received in the previous section will be requested by various USPTO program offices to include the File Information Unit, which submits requests on behalf of the members of the public. Requests are predominantly through the Patent Locating and Monitoring System (PALM) and the Trademark Reporting and Monitoring System (TRAM). In addition, on special occasions requests may also be received through other media, such as facsimile, e-mail, telephone calls, and paper documents.

Requested files are retrieved from their storage location within the repository and inventoried to change the location from the repository to the requester's location. In the event a file cannot be located within the repository, the requester is notified within a required timeframe. Requested files, which were retrieved and inventoried are delivered to the USPTO program office that requested the file from either the Crystal City or Carlyle campus. Requested files should be delivered to the requesting office within 6 - 8 working hours of the request. The current volume of requests is approximately 19,000-23,000 patent files per month and 9,500-11,500 trademark files per month. In addition, on occasion, the USPTO will have workloads that will constitute increases in the estimated quantities provided in Section B.

C.2.3 File Requests from the Federal Records Center (FRC)

The Contractor is responsible for the processing of all file requests. In the event that the file requested is not at the repository but has been retired to the FRC, the Contractor is responsible for submitting a request to the FRC for retrieval of the file. The request may

be submitted in electronic form or, in the event of system downtime, the request may be submitted through other media, such as facsimile, e-mail, telephone calls, and paper documents. All requests for the FRC must be processed by the FRMSS staff within one-hour of receipt. The FRC is responsible for pulling the file and placing it in the USPTO's designated pick-up area. The Contractor is responsible for pick-up of the file from the FRC. Once the Contractor has returned with the file to the FRC, the file must be inventoried to update the location from the repository to the requester's location. The FIU will generate a label, facsimile the label to the repository to be inventoried and updated into the repository's location. In the event that a file cannot be located at the FRC, the requester is notified in a timely fashion. Requested files, which were retrieved and inventoried, are delivered to the requesting USPTO program office from either the Crystal City or Carlyle campuses. Requested files should be picked up and delivered to the requesting office within 4 working hours after becoming available to the USPTO for pick-up from FRC. The current volume of requests for files retired to the FRC is approximately 250-300 per week. In addition, on occasion, the USPTO will have workloads that constitute an increase in the estimated quantities provided in Section B.

C.2.4 File Returns

The Contractor is responsible for the processing of all files returned to the repository. Files that have already been processed at the repository and have since been requested will eventually be returned to be refiled. The Contractor will be responsible for picking up files at designated program areas at the USPTO's campus in Crystal City, or Carlyle. Files to be returned to the repository are placed in these designated areas for pick up by repository staff.

The files are sorted by type, placed in numerical sequence, and filed in their respective location within the repository with the assistance of a hand held scanner. Returned files should be processed at the repository within 4 working hours after picking up the files. The current volume of returned files is approximately 16,000 patent files per month and 9,500 trademark files per month. In addition, on occasion, the USPTO will have workloads that constitute increases in the estimate quantities provided in Section B.

C.2.5 File Returns from the Federal Records Center

The Contractor is responsible for the processing of all files returned to the repository. The Contractor will be responsible for picking up files at designated program areas at the USPTO's campus in Crystal City and Carlyle. Files to be returned to the repository are placed in the designated areas by the USPTO staff. In the event that the file was previously retired to the FRC, the Contractor will maintain the file at the repository for a specified period of time (e.g., 30 days) before returning it to the FRC. This is necessary to better serve our customers in the event that the file is requested again. Immediately upon receipt of the files at the repository, the returned files are inventoried to update their location. The files are sorted by type, placed in numerical sequence, and filed in a special area of the repository. At the conclusion of the specified time period, the files and other miscellaneous documents will be transferred back to the FRC. Transfer includes the

inventorying (changing the location in PALM) of the files to update their location at the FRC and transporting the files to the FRC.

C.2.6 Miscellaneous Papers

The Contractor is responsible for processing all patent and trademark miscellaneous papers and specimens that are received at the repository. The USPTO will determine which papers and specimens require insertion in the files at the repository. The Contractor shall pick-up miscellaneous papers and specimens from designated USPTO offices and deliver the papers to the file repository. Upon receipt in the repository, the Contractor shall two-hole punch each paper, retrieve the corresponding file, insert the paper in the file, and return the file to its appropriate location of the proper shelf. All miscellaneous papers and specimens shall be placed inside the corresponding file and returned to the proper shelf location within 8 working hours after they are picked up from the USPTO designated office. It is anticipated that approximately 200 trademark-related papers and specimens and 10,000 patent-related papers will need to be placed in the files each month. In addition, on occasion, the USPTO will have workloads that will constitute an increase in the estimated quantities provided in Section B.

C.2.7 Destruction of Files

The USPTO will determine which files and/or volume of files are to be destroyed on a periodic basis. The Contractor is responsible for performing the required steps to ensure the authorized files are properly destroyed, which is done by another contract, in accordance with the office policy. Timeliness of destruction will be set forth for each request. On an average, 115,000 trademark abandon files will be destroyed during each year and no patent files.

C.2.8 Retirement of Files

The Contractor will receive a request from the USPTO to prepare files for retirement to the FRC in Suitland, MD. Preparation of files will include inventory of each file to update its location from the repository to the FRC and packaging of the files in boxes. Each box shall contain files of the same type and in sequential order. Boxes shall be clearly labeled on the outside and prepared for transportation. In addition, the Contractor will be responsible for the development of a list that clearly defines each box and its associated contents. This list will be used to prepare the official documentation required for retiring files to the FRC. The Contractor will be responsible for the transportation of these files from the repository to the FRC. The Contractor will be responsible for processing of files and other miscellaneous documents for retirement in a specified timeframe after receipt of the request from the USPTO. It is anticipated that 450 boxes containing patent files will need to be prepared and transported to the FRC on a weekly basis.

C.2.9 File Information Unit

The Contractor will be responsible for receiving and sorting patent files from the file repository at the File Information Unit. Processing will include inventorying the files at the File Information Unit and sorting them for accessibility by the File Information Unit's staff and public users. Also, the Contractor will be responsible for preparing files to be shipped back to the file repository. Processing for these files will include inventorying the files and preparing them for shipment in mailbags for the files repository. There will be approximately 2,500 patent files received at the File Information Unit and 2,500 shipped to the file repository on a weekly basis.

C.2.10 Quality Control and Quality Assurance

The Contractor is hereby advised that FRMSS quality controls shall be implemented by the Contractor to ensure work is performed with a strong emphasis on customer service and a high level of quality in accomplishing each of the services defined in the previous sections. The Contractor will become a partner with the Government and work with the Government to achieve error-free file maintenance. A comprehensive Quality Control (QC) plan will be required that establishes performance-oriented quality measures to track performance against stated customer services goals and results. There will be quality assurance procedures implemented on files marked "lost." The contractor will perform a physical "double-check" to ensure that the file is not in the repository. Quality assurance procedures will be performed on files in the "92H" or "90H" staging locations in the repository. The contractor will report possible system difficulties/errors resulting in files remaining in the "hold" location to both the COTR and System Coordinator. A follow-up will be performed to ensure resolution was achieved timely (i.e., system is properly updated to reflect current location of file).

The purpose of the QC plan will be to initiate and stimulate action. Emphasis will focus on error prevention and timeliness. The QC plan shall address all functional areas described in the RFP. The Contractor and the Government will work together to choose quality measures and ensure that all customer service standards and needs are met. Overall the QC plan would address the monitoring of the contract cost, scheduling of services, technical performance, and quality.

C.2.11 Image File Wrappers

Image File Wrapper (IFW) is a system where patent applications and all related papers are scanned and tracked electronically. The IFW will replace the paper file wrapper that holds all paper documents related to a patent application, with an electronic equivalent of the paper file wrapper. After scanning, IFW documents are placed in boxes and sent to the file repository for storage.

The Contractor is responsible for timely processing all IFW box requests. Upon receipt of a request for an IFW box, the Contractor shall retrieve the box and deliver it to the requested Crystal City, Carlyle or file repository scanning location. The handling of IFW boxes is a relatively new requirement and, as such, the file volumes are in a state of flux. Although the receipt of IFW boxes is expected to drop off considerably once the scanning

of the pending application backfiles has been completed in 2005, until that time, the current volume of new IFW boxes being received in the file repository is approximately 2,000 per week. The present volume of requests for IFW box retrieval is approximately 150 per week. Again, both of these numbers are expected to decline over the course of the contract.

C.2.12 Artifacts

Artifacts are non-scanable items included in a patent application (e.g., videotapes, bound documents, CDs, etc.). Artifacts are stored in artifact folders. An artifact “folder” is the physical container (is usually a folder, but on occasion, may be a box) that stores the artifact(s). The Contractor is responsible for processing all artifact requests. The introduction of artifacts is a brand new concept and although there are no known volumes at this time, their number is expected to be very low.

SECTION D - PACKAGING AND MARKING

D.1 PACKING FOR DOMESTIC SHIPMENT

Even though the Contractor will provide vehicles, material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES FIXED-PRICE	AUG 1996
52.246-6	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR	JAN 1986

E.2 INSPECTION AND ACCEPTANCE

- (a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.
- (b) Inspection and acceptance will be performed at:

US Patent and Trademark Office
Repository location (Springfield, Virginia)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 EFFECTIVE PERIOD OF THE CONTRACT

The effective period of the contract is from the effective date of the contract through February 9, 2007. The contract is for a base period and three (3) option periods.

F.3 DELIVERY LOCATION

Shipment of deliverable items, other than reports, shall be to all of the Patent and Trademark Office areas and Federal Record Centers.

F.4 PRINCIPAL PERIOD OF OPERATION (PPO)

The PPO at the file repository shall be from 8:30 a.m. to 5:00 p.m., local time, Monday through Friday, unless otherwise specified. However, the Contractor has the flexibility to work before and after the core hours, as the file repository is operational from 7:00 a.m. to 6:30 p.m.

F.5 CONTRACTOR MEETINGS AND REPORTS

The Contractor shall be required to meet with the COTR and submit reports as further described below.

F.5.1 Contractor Meetings between the Project Manager and COTR

The Contractor's Project Manager shall meet with the COTR, and if necessary, the Contracting Officer, weekly during the first month of the contract. Meetings shall be bi-weekly thereafter and/or at the discretion of the COTR. Information that should be discussed at these meetings includes, but is not limited to, the exchange of information about all facets of the file maintenance services and file maintenance special projects, identification of problems, proposal of streamlining of operations, etc.

However, a meeting shall be held between the COTR and Project Manager whenever a Contract Discrepancy Report is issued by the COTR. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings shall be signed by the Project Manager and the COTR. Should the Contractor not concur with the minutes, the Contractor shall state in writing to the Contracting Officer any areas wherein the Contractor does not concur.

The Contractor shall be responsible for maintaining correct records and information required to fulfill the Contractor reporting requirements as specified in these specifications.

F.5.2 Monthly Status Report

The Contractor shall be responsible for submitting monthly status reports to the COTR by the 5th of each month which will encompass the previous month. This report should identify, but not limited to, problem areas, new ideas for streamlining the process, requests for equipment/supplies, quality control/assurance, and monthly workload numbers for each of the file maintenance services and file maintenance special projects.

F.5.3 Damage Report

The Contractor shall be responsible for submitting damage reports in all instances where the Government property and equipment are damaged by Contractor personnel. This report should be forwarded to the COTR within 24 hours of each occurrence.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) (To be designated at time of award), is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

(b) The responsibilities and limitations of the COTR are as follows:

(1) The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.2 GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause.

Item No.	Description	Quantity	Delivery Date
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(See Government Furnished Property Listing in Section J.)

G.3 Invoices

(a) Invoices (original and four copies) shall be submitted to **the U.S. Patent and Trademark Office, Office of Finance, Mail Stop 17, P.O. Box 1450, Alexandria, VA 22313-1450.** To constitute a proper invoice, each invoice submitted must include the following information and attached documentation:

(1) Name of business concern, invoice number and invoice date.

- (2) Contract number and task order number (if applicable), or other authorization for delivery of property or services.
 - (3) Description, contract line item number (CLIN), quantity, unit price, and total price of property and services actually delivered or rendered.
 - (4) Shipping and payment terms.
 - (5) Name (where practicable), title, phone number, and complete mailing address of responsible office to whom payment is to be sent.
 - (6) Other substantiating documentation (i.e. a copy of the corresponding task order) or information as required by the contract.
- (b) To assist the Government in making timely payments, the Contractor is requested to furnish additional information as may be requested.
 - (c) Invoices shall be submitted on a monthly basis.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTION TO EXTEND THE TERM OF THE CONTRACT--FIXED-PRICE CONTRACT

The Government has the option to extend the term of this contract for three (3) additional one-year period(s). If more than 30-days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30-days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

Exercise of an option will result in the following contract modifications:

The "Period of Performance" clause will be modified as follows:

PERIOD	START DATE	END DATE
Option I	October 1, 2004	September 30, 2005
Option II	October 1, 2005	September 30, 2006
Option III	October 1, 2006	September 30, 2007

H.2 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) **Workers Compensation and Employer's Liability.** The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) **General Liability.** The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) **Automobile Liability.** The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

- (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.3 KEY PERSONNEL

- (a) The Contractor shall assign to this contract the following key personnel:

Project Manager
Assistant Project Manger

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.4 GOVERNMENT HOLIDAYS

The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November

Christmas Day

December 25

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, on-site work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or when Federal offices are closed due to inclement weather condition. The COTR will notify the contractor when early release of Federal employees has been authorized.

H.5 PREFERENCE FOR HIRING OF INCUMBENT PERSONNEL "RIGHT OF FIRST REFUSAL"

The Contractors shall give incumbent Contractor's employees displaced, as a result of a conversion to contract, the right of first refusal for employment on the contract in positions for which they are qualified and for which the Contractor is hiring.

H.6. SUITABILITY/RISK ASSESSMENT PROCESSING REQUIREMENTS

This contract requires that the contractor's employees who will work in USPTO shall be required to undergo specific suitability assessment processing.

(1) Suitability or Risk Level

The suitability or risk level for this contract has been determined to be: moderate.

(2) Contractor Performance Requirements

(a) The contractor shall pre-screen their employees to eliminate anyone who does not meet the following criteria: The prospective employee must either be an U.S. Citizen, or if a non-U.S. citizen, have official legal status in the United States and have continuously resided in the United States for the last FIVE years.

(b) Prior to commencing work under this contract, the contractor shall submit or have their employee submit the forms and number of copies delineated by the Office of Security in the Personnel Security Manual to the Contracting Officer's Technical Representative (COTR) for processing. Among those forms are (1) Questionnaire for Non-Sensitive Positions, (2) Fingerprint Chart, and (3) releases. Directions as to which form(s) are applicable will be provided by the servicing security officer.

(c) The contractor, when notified that the Government rejected the suitability assessment forms shall either have the rejected forms made compliant and resubmitted or withdraw the employee from consideration from working under this contract.

(d) The contractor shall immediately remove any employee from any work requiring

access to Department of Commerce buildings or facilities if directed in writing by the Contracting Officer.

(e) Failure to comply with the suitability processing requirements may result in termination of the contract for default.

(3) Government Responsibilities

(a) The Government's suitability processing will consist of limited personal background inquiries pertaining to verification of name, physical description, criminal history record, credit history check, fingerprint classification, and other pertinent information as dictated by level of risk. The Government may, at its discretion, repeat the suitability processing on any contract employee or expand the investigation to resolve issues.

(b) The Government will inspect and either accept or reject the contractor's suitability assessment forms as delineated in the Personnel Security Manual.

(c) The Government will notify the contractor in writing when any of the following occur: A contract employee is acceptable based on the suitability checks and assessment conducted; a contract employee is unacceptable based on the suitability checks and assessment processing; or a contract employee or prospective contract employee is barred from working on Government facilities because of any of the following:

(i) Conviction of a felony, a significant history of violent behavior or moral turpitude.

(ii) Falsification of information entered on suitability screening forms or of other documents submitted to the Department.

(iii) Improper conduct once performing on the contract, including criminal, infamous, dishonest, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.

(iv) Any behavior judged to pose a threat to personnel, property or programs of the Department.

(d) In as much as this contract does not involve access to national security classified information the Government will not use the resultant suitability or risk assessment processing as a basis to issue a security clearance to any employee associated with this contract.

H.7 CONTRACTOR EMPLOYEE IDENTIFICATION

The Contractor's personnel must be readily recognizable as such while in the USPTO and Department of Commerce (DOC) facilities. The Contractor shall provide the COTR with a list of employees authorized to work at the USPTO facilities. The USPTO will provide the Contractor's personnel with USPTO identification badges. Further, the Contractor

shall be responsible for acquiring an appropriate number of company badges at his/her own expense. It is mandatory for the Contractor's personnel to wear both the company badge (which clearly indicates the company name, the employee's name, and the employee's picture is optional) and the USPTO identification badge at all times while in USPTO facilities. All USPTO identification badges must be returned to the COTR or designee upon separation of an employee or upon completion of the contract.

H.8 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

H.9 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

H.10 SECRECY AND USAGE OF PATENT INFORMATION

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-access basis.

The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained therefrom except performing the requirements of this contract.

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or the patent application folders. All processing, storage or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following at or affirmation, signed in writing:

"I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter; and that I take this obligation freely, and without mental reservation or purpose of evasion."

Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by authorized Government representatives.

Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO AUTOMATED INFORMATION SYSTEMS

(a) Contractor personnel requiring any access to AISs operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:

Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.

Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.

Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.

Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.

Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract.

The security forms may be obtained from USPTO Office of Security. At the option of the government, interim access to USPTO AISs may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract .

(b) Within 5 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.

(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR), 1352.209-72, *Restrictions Against Disclosures*.

(d) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.

(e) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require security processing. However, even though the contract is short in duration, based

on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

SECTION I - CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/>

Clause	Title	Date
52.204-07	Central Contractor Registration	October 2003
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.225-14	Inconsistency Between English Version And Translation Of Contract	February 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	October 2003
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	May 1999
52.232-07 (CLINs 0006-0007)	Payments under Time-and-Materials and Labor-Hour Contracts	December 2002

COMMERCIAL CLAUSES

Clause	Title	Date
52.203-06 Alt I	Restrictions on Subcontractor Sales to the Government (Jul 1995) - Alternate I	October 1995
52.212-01	Instructions to Offerors--Commercial Items	October 2003
52.212-04	Contract Terms and Conditions--Commercial Items	October 2003
52.245-01	Property Records	April 1984
52.245-02 Alternate I	Government Property (Fixed-Price Contracts)	June 2003

I.2 52.212-02 EVALUATION - COMMERCIAL ITEMS

JANUARY 1999

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Element 1: Experience in Providing the Same or Similar Services
- Element 2: Past Performance
- Element 3: Teaming Plan
- Element 4: Quality Control and Quality Assurance
- Element 5: Brief Description of Approaches and Resources Required
- Element 6: Cost Estimate

The first five elements are of approximately equal weight and together are significantly more important than cost.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

I.3 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS.

OCTOBER
2003

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

- x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - (ii) Alternate I (Mar 1999) of 52.219-5.
 - (iii) Alternate II (June 2003) of 52.219-5.
- X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (Oct 2001) of 52.219-9.
 - (iii) Alternate II (Oct 2001) of 52.219-9.
- X (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (13) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).
- X (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- X (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).

- (22)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (June 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I (May 2002) of 52.225-3.
- (iii) Alternate II (May 2002) of 52.225-3.
- (23) 52.225-5, Trade Agreements (June 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (24) 52.225-13, Restrictions on Certain Foreign Purchases (June 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (30) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..
- (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

I.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from February 10, 2004 through September 30, 2007.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 50 units, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 100,000 files;

(2) Any order for a combination of items in excess of 500,000 files; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2007.

I.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)

The offeror represents that –

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ___ has, ___ has not, filed all required compliance reports; and

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 Government Furnished Equipment List
- J.2 Wage Determination No.: 1994-2103, Revision No. 30, Dated 6/03/2003

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - JULY 2002 COMMERCIAL ITEMS.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual Gross

Number of Employees

Revenues

50 or fewer

\$1 million or less

51--100

\$1,000,001--\$2 million

101--250

\$2,000,001--\$3.5 million

251--500

\$3,500,001--\$5 million

501--750

\$5,000,001--\$10 million

751--1,000

\$10,000,001--\$17 million

Over 1,000

Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an

employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy

American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No	Country of Origin
--------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

52.204-6	Data Universal Numbering System (DUNS) Number	(JUNE 1999)
52.212-1	Instructions to Offerors – Commercial Items	(OCT 2003)
52.214-35	Submission of Offers in U.S. Currency	(APR 1991)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	(FEB 1999)

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Requirements with Time and Materials CLINS (0006-0007) contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTESTS (DEVIATION) (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Patent and Trademark Office
Office of Procurement – Mail Stop 6
P.O. Box 1450
Alexandria, VA 22313-1450
ATTN: John R. Baumert

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

I. PURPOSE:

To implement the requirements of Executive Order No. 12979 and Federal Acquisition

Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102. A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Jo-Anne Barnard
Chief Financial Officer and Chief Administrative Officer
U.S. Patent and Trademark Office
PK2, Suite 909
P.O. Box 1450
Alexandria, VA 22313-1450
FAX No. 703-305-0995

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Office of the General Counsel
U.S. Patent and Trademark Office
Box OGC
Washington, D.C. 20231
(FAX Number 703-305-5907)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.
2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.
3. To be complete, protests must contain the following information:
 - (i) the protester's name, address, telephone number, and fax number
 - (ii) the solicitation or contract number, name of contracting office and the contracting officer
 - (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
 - (iv) copies of relevant documents supporting protester's statement
 - (v) a request for ruling by the agency
 - (vi) statement as to form of relief requested
 - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
 - (viii) all information establishing the timeliness of the protest.

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the contracting officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision

authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) the supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the contracting officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or
- (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract,
- (2) re-compete the requirement,
- (3) issue a new solicitation,
- (4) refrain from exercising options under the contract,
- (5) award a contract consistent with statutes and regulations,
- (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,

(7) such other remedies as the decision-maker may determine are necessary to correct a defect.

L.5 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L.6 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

The Offerors shall submit in response to the SON/RFP the following:

- A. Capability Statement
- B. Past Performance References
- C. Certifications and Representations
- D. Description of Approaches and Resources Required
- E. Teaming Plan
- F. Cost Estimate

Proposals that do not include the data necessary for a thorough evaluation may be determined to be unacceptable as a result. The Government is not obligated to request additional information from any offeror in order to make determination of acceptability.

A. CAPABILITY STATEMENT

The Capability Statement shall not exceed ten (10) pages total, inclusive of all offeror attachments. A one (1) page executive summary and the certified financial statement shall not be considered part of the total ten (10) page limit. The Capability Statement shall be comprised of the four sections identified below and shall apply to all companies proposed as part of any teaming arrangement to include a description of the services that they will provide. Also, the offeror will be required to provide at least two past performance references for each subcontractor or teaming partner whom the offeror proposes to perform 15% or more of the work. Extraneous material will not be considered for evaluation.

1. Experience in delivering similar services: This section shall demonstrate the offeror's experience and ability to provide skilled personnel and the ability to manage requirements which are the same or similar to those addressed in the Project Objective. *(This is included in the 10-page limit)*
2. List of current or previous contracts: For contracts awarded after 1998, the offeror shall provide a point of contact, contract title, contract number, period of

performance, dollar amount, and description of the work performed on Government and/or commercial contracts. *(This is included in the 10-page limit)*

3. Financial statements: The offeror shall provide financial statements for year end 1999 to present, certified by independent auditors in accordance with the generally accepted accounting principles and auditing standards. *(This is not included in the 10-page limit but as an attachment)*
4. Corporate history, resources and infrastructure. *(This is included in the 10-page limit)*

B. PAST PERFORMANCE REFERENCES

Four (4) Government and/or corporate references for the past five (5) years shall be submitted, identified from the list of current or previous contracts in Section A. Also, the offeror will be required to provide at least two past performance references for each subcontractor or teaming partner whom the offeror proposes to perform 15% or more of the work. These references should have contact information naming those person(s) most responsible for the day-to-day contract operation and administration. Any information found to be unreliable may result in a negative rating to the offeror. If an offeror is not able to provide four (4) references, the offeror shall certify that the references provided are all of the references available as of the date of submission of the Capability Statement. False information provided concerning references or offeror certifications will result in the USPTO not considering an offeror for award of any resulting contracts. The purpose of requesting four (4) references (if available) is to provide the USPTO with an adequate sampling of past performance information. As stated, if an offeror cannot provide four (4) references, a certification so stating is required.

C. CERTIFICATIONS AND REPRESENTATIONS

The Certifications and Representations provided with this RFP will be completed and submitted with the Capability Statement.

D. DESCRIPTION OF APPROACHES

The offeror shall provide a description, not to exceed fifteen (15) pages in length, of approaches capable of meeting the Project Objective. This description must include, at a minimum, the position title, skills involved at that position, and number of personnel proposed for each position. This approach should also include a plan that addresses varying workload levels and how the offeror intends to address the quality control and quality assurance requirements. The offeror shall describe their approach to transitioning from the current contract to this contract. The offeror must describe how this transition will be accomplished without disruption to the services required by the USPTO. Offerors are advised that the concepts provided in response to this RFP may be incorporated into the SON.

E. TEAMING PLAN

Offerors have a unique opportunity under this RFP. The USPTO is committed to all socio-economic activities. This includes the Javits-Wagner-O'Day (JWOD) program. Recognizing their importance to the national economy, the USPTO shall ensure that non-profit agencies associated with the JWOD and other programs, are given the opportunity to fully participate in the USPTO contracting activities to the maximum extent practicable, consistent with the USPTO mission. In acquisition planning, team members should be cognizant of the need to achieve socio-economic goals. Actions which should be considered in support of these programs include break-out of large requirements to facilitate qualification of socio-economic entities and, when that is not possible, encouraging achievement of socio-economic goals through subcontracting by prime contractors. In furtherance of this goal, USPTO highly encourages offerors on this RFP to team with a non-profit agency associated with the JWOD program in meeting requirements of the Project Objective. Accordingly, an offerors' intent and proposal to team with one of these agencies to fulfill contract requirements will be a key discriminator during evaluation of the viability, innovation and flexibility of approaches. Proposals should address the Offeror's program to effectively manage, train and retain this agency. Offerors are encouraged to propose the use of these individuals to the maximum extent possible.

The offeror must submit a Teaming Plan. There is no required format for this plan, however it should not exceed five (5) pages. For each subcontractor of the team, the offeror must identify:

- A. Name of the subcontractor.
- B. Area of expertise of the subcontractor.
- C. Proposed percentage of contract work to be given to the subcontractor.

The offeror's Teaming Plan will be evaluated on the offeror's use of a non-profit agency associated with the JWOD program, on the creativity and resourcefulness of its teaming arrangement(s) with this concern, and the proposed number of subcontractor's employees under the JWOD program working on this requirement.

E. COST ESTIMATE

The Project Team is seeking unique and innovative solutions associated with the offerors' technical approaches in meeting the Project Objective. The offerors shall demonstrate how their price proposal will provide the best overall value to the Government. Offerors shall provide a cost estimate for the approach or solution to meet the Project Objective along with the basis for the estimate. Offerors must fully and adequately explain their price proposal and chosen solutions. The Government acknowledges that the teaming of a non-profit agency in the JWOD program in their proposals may impact their total estimated cost. Price Proposals, although not scored, will be evaluated for fairness, reasonableness and realism to determine the ultimate cost to the Government.

Offerors shall provide complete pricing in Section B (the Schedules) for a Firm Fixed Price, Requirements type contract for the file maintenance services (CLINs 0001-0005, together with fixed labor rates for the Unanticipated File Maintenance Projects CLINs (0006 and 0007) on a Time and Materials CLINS basis in accordance with Section B, Schedule of Prices table (base year and all option years) of the SON/RFP. Offerors must fully and adequately explain the cost estimates to include those costs for the subcontractor.

Additional, documentation shall be provided to support the basis for the price proposal, i.e., breakdown of direct labor costs by labor category, including number of labor-hours and current actual or average hourly rates; cost breakdown of supplies, equipment costs and other direct costs. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The identification of all proposed equipment that will be employed or used; consultants and subcontractors.

Compliance with Service Contract Act Wage Determination: Identify all employee classifications that will be subject to the provisions of the Service Contract Act. List the minimum amount required to be paid per hour by the Wage Determination and the amount to be paid to the employee. This must take into consideration the fringe benefit requirements specified in the Wage Determination. For all proposed employee classifications for which there is not a specific corresponding classification with the Wage Determination, provide the basis for your determination that the conformed rate provides a reasonable relationship to the prescribed classifications.

Cost Realism: An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Cost realism includes verifying that labor rates and indirect costs are current, realistic, auditable and reasonable. The same criteria applies to indirect rates, including, but not limited to, overhead, fringe, and general and administrative expenses. Reimbursable Government Non-Proposed other direct costs shall also be included in the total price. Any significant inconsistency, if unexplained, raise a fundamental issue of the offeror's understanding of the nature and scope of the work required and of his financial ability to perform the contract, may be grounds for rejection of the proposal, the burden of proof as to cost credibility rests with the Offeror.

Failure to submit proposals in compliance with the minimum requirement may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

L.7 TEAMING/SUBCONTRACT INFORMATION

Offerors shall disclose the use of all proposed teaming/subcontract arrangements who the offeror proposes to perform 15% or larger of the work. For these teaming/subcontracts performing 15% or larger of the work, the following information must be furnished:

Firm Name
Address

Point of Contact
Contact Telephone
Value of Teaming/Subcontract (base plus option periods)
Role in the Contract
Teaming/Subcontract Type (i.e., fixed price, cost reimbursable)
Place of Performance

L.8 SUBMISSION OF PROPOSALS

All proposals shall be submitted in the formats and quantities specified below:

- (a) Standard Form 1449 - one (1) original and 5 copies
- (b) Technical Proposal (Capability Statement, Description of Approaches and Resources Required) - six (6) copies
- (c) Cost/Price Proposal - six (6) copies

L.9 PROPOSAL SUBMISSION AND CONTENT

All proposal documents shall be submitted as outlined below:

- paper form - one (1) original and five copies (5) – on white, untextured paper;
- one copy on a 3.5", High Density diskette or CD, formatted for Microsoft Office 97 (or newer) and formatted for 8 1/2" by 11", single space print;
- page margins shall be one (1) inch on all sides
- the type for all proposal documents submitted (including charts and graphs) shall be black;
- the font shall be Times New Roman twelve (12) point; and

Failure to submit proposals in compliance with these requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation on the outside of the package.

All proposal documents shall be received no later than 1:00 p.m., Eastern Standard Time, Tuesday, January 20, 2004, in the U.S. Patent and Trademark Office, Office of Procurement to the attention of John R. Baumert. Depending on the mode of delivery, offerors' responses should be addressed as follows:

MAIL

U.S. Patent and Trademark Office
Office of Procurement – Box 6
P.O. Box 1450
Alexandria, VA 32212-1450
ATTN: John R. Baumert/

HAND DELIVERY/EXPRESS MAIL

U.S. Patent and Trademark Office
Office of Procurement
2011 Crystal Drive, CPK 1, Room 810
Arlington, VA 22202
ATTN: John R. Baumert/

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When proposals are hand-carried or sent by courier service (non-USPS mail service), the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above.

Offerors shall be responsible for accessing the web page for any changes to this RFP. All changes, questions, and answers shall be posted at this location.

L.10 INQUIRIES

Inquiries, requests for clarification, and all correspondence concerning this solicitation document shall be submitted via e-mail only to the following address:

E-Mail: john.baumert@uspto.gov

No information concerning this solicitation or requests for clarification will be provided in response to telephone calls from offerors. The Government will provide written responses to offeror's questions about the Government's requirement if they are received within 10 calendar days before the closing date specified in Block 8 of the SF 1449. The Government will distribute these responses on the USPTO website at <http://www.uspto.gov/web/offices/ac/comp/proc/filerepo/filrehom.htm>. However, those responses will not change the terms and conditions of the solicitation unless the Government changes them with an Amendment to the Request for Proposal (RFP).

L.11 AMENDMENTS TO PROPOSALS

Any changes to a proposal made by the offeror after its initial submittal, shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment at the bottom of the changed pages.

L.12 SET-ASIDE INFORMATION

This solicitation includes the following set-aside criteria:

- (a) Percent of the set-aside: 100%
- (b) Type of set-aside: Total, Small Business

L.13 NEWS RELEASES

Offerors will make no news releases pertaining to this solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

L.14 INCURRING COSTS

The Government shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to this solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds in connection with this procurement.

L.15 EVALUATION OF PROPOSALS

The Government will evaluate proposal and make an award in accordance with the evaluation criteria originally set in Section M of this Statement of Need (SON)/Request for Proposal (RFP).

L.16 POST-AWARD CONFERENCE

A post award conference with the successful offeror may be required. If required, it will be scheduled and held within 15 days after the date of contract award. The conference will be held at: [TBD at time of award].

L.17 DISPOSITION OF PROPOSALS

At least one copy of each proposal will be retained by the office issuing this solicitation, and the remainder will be destroyed. No destruction certificate will be issued for proposals that are destroyed.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 EVALUATION FOR AWARD OF THE CONTRACT

To evaluate offers for award purposes submitted in response to the Request for Proposal (RFP), the Project Team will use a “best value” evaluation to determine which offer is most advantageous to the Government. That is, the Project Team will select the solution that offers the best value to the Government, price and other factors considered. In making this selection, the Project Team is more interested in obtaining excellent past performance, experience and approaches, quality control and quality assurance, teaming arrangement, and resources than in making an award at the lowest cost, using the evaluation criteria as set forth below. The Project Team will also identify risks, benefits and the likelihood of success associated with each proposal(s) and may make a further down-select.

The purpose of this initial review is to identify viable approaches and determine a manageable number of offerors with the greatest opportunity for award. The evaluation which will be utilized for this step are:

- (1) Experience in Providing the Same or Similar Services
- (2) Past Performance
- (3) Teaming Plan
- (4) Quality Control and Quality Assurance
- (5) Technical Approach
- (6) Evaluated Price

The first five elements are of approximate equal weight and together are significantly

more important than price. Entire submission will be evaluated with regards to each of the above-identified criteria.

Offerors who fail to submit the requested information in the RFP when first published (i.e., fail to submit the initial submission requested above) by the due date will not be considered for further evaluation.

M.3 PRICE EVALUATION

The Project Team will evaluate offers for award purposes by adding the Offeror's proposed total prices for the base year and all options periods as presented in Section B, Supplies or Services and Prices or Costs schedules. The evaluated options in the unit price tables are not a representation by the Government that the quantities or options will be ordered. The prices will be evaluated in accordance with FAR 15.212-2 to ensure a realistic, fair and reasonable price.

M.4 COMPETITIVE RANGE

If the Government does not exercise the option to award the contract on the basis of initial offer(s), then the Government will make the determination as to which offers are to be included in the competitive range. The competitive range will be determined on the factors described in the Section M and shall include all offers which have a reasonable chance of being selected for award.

M.5 DISCUSSION/BEST AND FINAL OFFERS

The Government may accept an offer and enter into a contract based on the initial submission, if this occurs, there will not be discussion or best and final offers.

If this does not occur, all offerors selected to participate in discussion will be advised of deficiencies in their offer and will be given a reasonable opportunity to correct or resolve the deficiencies and to submit such price or cost, technical or other revisions to their offer as they desire. At the conclusion of discussions, a final common cut-off date which allows a reasonable opportunity for submission of written best and final offers will be established, and those offerors still within the competitive range will be notified to submit best and final offers.

Best and final offers will be evaluated using the factors established in the RFP. Following the analysis of the best and final offers, the proposal that offers the best value to the Government considering the evaluation factors and price will be selected for award.

The Government reserves the right to make a determination of award based on the evaluation of the initial submissions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

M.6 BASIS OF CONTRACT AWARD

Award will be made to the Offeror who proposal provides the best value to the Government, price and other factors considered. The Offeror is determined to be responsible according to the standards of FAR Part 9 and complies with all applicable laws and regulations and agrees to terms and conditions set forth in the RFP. The Offeror's proposal is prepared in accordance with the instruction set forth in the RFP and demonstrates the offer's capability to perform the scope of work required and meets the mandatory requirements set forth in Section C of the RFP.

The USPTO will not award a contract at a significantly higher cost to achieve slightly superior features.

J.1 GOVERNMENT FURNISHED EQUIPMENT

Bar Code Readers -1
Printers - 19
Hand Held CPU - 53
Tall Ladders - 44
Medium Ladders - 5
Small Ladders - 2
Mail bag racks - 7
Fans - 24 Tall & 1 desk
Facsimile Machine – 3
Router – 2
Switch – 2
Crown WAV – 14
Pettibone (forklift) – 3
UPS – 2
Monitor – 32
CPU – 27

(The above GFE is subject to change. The Government will update as applicable)